



CITY OF LODI

COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Awarding Contract for Residential Water Meter Installation Project (Phase 3) to Presidio Systems, Inc., of Livermore (**\$76,981**); Authorizing Purchase of **1,930** Water Meters and **400** Electronic Radio Transponders from National Meter and Automation, Inc., of Santa Rosa (**\$345,964**); and Appropriating Funds (**\$18,500**)

MEETING DATE: September 3, 2008

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt a resolution awarding the contract for the Residential Water Meter Installation Project (Phase 3) to Presidio Systems, Inc., of Livermore, in the amount of **\$76,981.10**; authorizing the purchase of **1,930** water meters and **400** electronic radio transponders from National Meter and Automation, Inc., of Santa Rosa, in the amount of **\$345,963.70** and appropriating funds in accordance with the recommendations shown below.

BACKGROUND INFORMATION: This project includes the installation of approximately **1,930** domestic water meters with remote read capabilities and **400** electronic radio transponders (ERTs).

This project is the third phase of the water meter installation program. Phase 1 was a pilot project that included the installation of **394** domestic water meters with remote read capabilities, while Phase 2 included the installation of an additional **542** domestic water meters with remote read capabilities. Phase 3 will install water meters in residential subdivisions that have meter boxes already installed. The project will also replace approximately **400** ERTs which were installed with the water meter pilot project in 2005 at a cost of \$28,500. The previously installed ERTs from the pilot project area have less power (50 watts vs. the new **60** watts), are unreliable and have short signal ranges. The new ERTs will provide more reliable and consistent readings and a longer battery life. The affected residents will still be charged a flat rate for their water usage until such time that City starts the usage-based water billing program, which, by state law, must begin by January 1, 2011.

Plans and specifications for the meter installation project were approved on July **16, 2008**. The City received the following **13** bids for this project on August **13, 2008**.

Bidder	Location	Bid
Engineer's Estimate		\$ 114,846.00
Presidio Systems, Inc.	Livermore	\$ 76,981.10
Pacific Meter Service	Reno, NV	\$ 87,635.31
G M Construction & Developers	Citrus Height	\$ 99,603.00
Teichert Construction	Stockton	\$ 101,924.00
Vuican Construction & Maintenance	Fresno	\$ 115,518.00

APPROVED: _____

Blair King, City Manager

Adopt Resolution Awarding Contract for Residential Water Meter Installation Project (Phase 3) to Presidio Systems, Inc., of Livermore (\$76,981); Authorizing Purchase of 1,930 Water Meters and 400 Electronic Radio Transponders from National Meter and Automation, Inc., of Santa Rosa (\$345,964); and Appropriating Funds (\$18,500)
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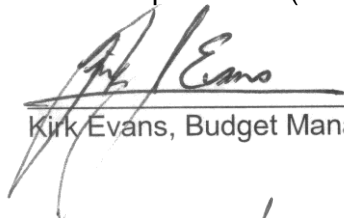
Bidder (cont.)	Location	Bid
Lawrence Backhoe Service	Atwater	\$ 117,083.00
Florez Paving	Sacramento	\$ 123,386.00
DSS Company	Stockton	\$ 130,222.00
Carl Crutchfield Construction	Stockton	\$ 132,392.00
Preston Pipeline	Milpitas	\$ 137,095.00
Arrow Construction	Sacramento	\$ 181,742.00
West Valley Construction	San Jose	\$ 188,905.00
Odyssey Landscape Company	Stockton	\$ 190,599.00

Staff received separate bids for the water meters and ERTs. Staff sent out three Requests for Bids for the equipment purchase and received only one bid. The bid price for the water meters and ERTs is competitive (\$156) compared to last year's price (\$179.90). The price of the water meter alone is \$106. Staff recommends that Council authorize the purchase from National Meter and Automation, Inc., of Santa Rosa, in the amount of \$345,963.70 to provide the Badger water meter assemblies and ERTs to the City for this project.

The total project budget for the meter purchase and installation will be approximately \$507,500, including engineering, inspection and contingencies. A change order will be added to this contract to include the installation of up to 25 meters at locations where no meter facilities exist to aid in budgeting for the next phase of the meter retrofit program

FISCAL IMPACT: The water rates for the affected residents will remain on a flat rate until such time that the City adopts a residential water rate schedule. There will be a slight increase in long-term maintenance and replacement costs, which will be addressed in the future metered water rate.

FUNDING AVAILABLE: Requested Appropriation: Water Capital Fund (181462) \$18,500
 \$489,000 is appropriated in the FY 08/09 budget for this project in the Water Capital Fund (181462).



 Kirk Evans, Budget Manager



 F. Wally Sandelin
 Public Works Director

Prepared by Lyman Chang, Senior Civil Engineer
 FWS/LC/pmf
 cc: City Attorney
 Purchasing officer
 Water Service Manager
 Senior Civil Engineer Chang

**RESIDENTIAL WATER METER
INSTALLATION PROJECT (PHASE 3)**

CONTRACT

CITY OF LODI, CALIFORNIA

THIS CONTRACT made by and between the CITY OF LODI, State of California, herein referred to as the "City," and PRESIDIO SYSTEMS, INC., herein referred to as the "Contractor."

W I T N E S S E T H :

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

The complete Contract consists of the following documents which are incorporated herein by this reference, to-wit:

Notice Inviting Bids	The July 2002 Edition,
Information to Bidders	Standard Specifications,
General Provisions	State of California,
Special Provisions	Business and Transportation Agency,
Bid Proposal	Department of Transportation
Contract	
Contract Bonds	
Plans	

All of the above documents, sometimes hereinafter referred to as the "Contract Documents," are intended to cooperate so that any work called for in one and not mentioned in the other is to be executed the same as if mentioned in all said documents.

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the City and under the condition expressed in the two bonds bearing even date with these presents and hereunto annexed, the Contractor agrees with the City, at Contractor's cost and expense, to do all the work and furnish all the materials except such as are mentioned in the specifications to be furnished by the City, necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the City the proposed improvements as shown and described in the Contract Documents which are hereby made a part of the Contract.

ARTICLE II - The City hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide all materials and services not supplied by the City and to do the work according to the terms and conditions for the price herein, and hereby contracts to pay the same as set forth in Section 5.600, "Measurement, Acceptance and Payment," of the General Provisions, in the manner and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III - The Contractor agrees to conform to the provisions of Chapter 1, Part 7, Division 2 of the Labor Code. The Contractor and any Subcontractor will pay the general prevailing wage rate and other employer payments for health and welfare, pension, vacation, travel time,

and subsistence pay, apprenticeship or other training programs. The responsibility for compliance with these Labor Code requirements is on the prime contractor.

ARTICLE IV - And the Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Plans and Contract Documents and the requirements of the Engineer under them, to-wit:

Perform the work necessary to install 1,930 domestic water meters and 397 electronic radio transponders in the designated area shown on the installation location drawings. The water meters will be provided by the City and include remote reading hardware and accessories, all as shown on the plans and specifications for "Residential Water Meter Installation Project (Phase 3)"

CONTRACT ITEMS

ITEM NO.	DESCRIPTION	UNIT	EST'D. QTY	UNIT PRICE	TOTAL PRICE
1.	Install City Provided Water Meters and Electronic Radio Transponder	EA	1,930	\$ 28.79	\$55,564.70
2.	Install City Provided Electronic Radio Transponder Only	EA	397	\$ 21.20	\$ 8,416.40
3.	Replace Broken Customer Valve	EA	40	\$ 125.00	\$ 5,000.00
4.	Meter Alignment Adjustment and Meter Box and Lid Replacement	LS	1	\$ 8,000.00	\$ 8,000.00
TOTAL					\$76,981.10

ARTICLE V - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE VI - It is further expressly agreed by and between the parties hereto that, should there be any conflict between the terms of this instrument and the Bid Proposal of the

Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE VII - The City is to furnish the necessary rights-of-way and easements and to establish lines and grades for the work as specified under the Special Provisions. All labor or materials not mentioned specifically as being done by the City will be supplied by the Contractor to accomplish the work as outlined in the specifications.

ARTICLE VIII - The Contractor agrees to commence work pursuant to this contract within 15 calendar days after the City Manager has executed the contract and to diligently prosecute to completion within 70 WORKING DAYS.

WHEN SIGNING THIS CONTRACT, THE CONTRACTOR AGREES THAT THE TIME OF COMPLETION FOR THIS CONTRACT IS REASONABLE AND THE CONTRACTOR AGREES TO PAY THE CITY LIQUIDATED DAMAGES AS SET FORTH IN SECTION 6-04.03 OF THE SPECIAL PROVISIONS. CONTRACTOR AGREES THAT THIS AMOUNT MAY BE DEDUCTED FROM THE AMOUNT DUE THE CONTRACTOR UNDER THE CONTRACT.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year **and** date written below.

CONTRACTOR:

CITY OF LODI

By: _____
City Manager

By: _____

Date: _____

Attest:

Title

City Clerk

(CORPORATE SEAL)

Approved As To Form

D. Stephen Schwabauer
City Attorney



RESOLUTION NO. 2008-178

A RESOLUTION OF THE LODI CITY COUNCIL AWARDING
THE CONTRACT FOR RESIDENTIAL WATER METER INSTALLATION
PROJECT (PHASE 3), AUTHORIZING THE PURCHASE OF 1,930
WATER METERS AND 400 ELECTRONIC RADIO TRANSPONDERS,
AND FURTHER APPROPRIATING FUNDS

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WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were received and publicly opened on August 13, 2008, at 11:00 a.m. for the Residential Water Meter Installation Project (Phase 3) described in the specifications therefore approved by the City Council on July 16, 2008; and

WHEREAS, said bids have been checked and tabulated and a report thereof filed with the City Manager as follows:

<u>Bidder</u>	<u>Bid</u>
Presidio Systems, Inc.	\$ 76,981.10
Pacific Meter Service	\$ 87,635.31
G M Construction & Developers	\$ 99,603.00
Teichert Construction	\$ 101,924.00
Vulcan Construction & Maintenance	\$ 115,518.00
Lawrence Backhoe Service	\$ 117,083.00
Florez Paving	\$ 123,386.00
DSS Company	\$ 130,222.00
Carl Crutchfield Construction	\$ 132,392.00
Preston Pipeline	\$ 137,095.00
Arrow Construction	\$ 181,742.00
West Valley Construction	\$ 188,905.00
Odyssey Landscape Company	\$ 190,599.00

WHEREAS, staff recommends awarding the contract for the Residential Water Meter Installation Project (Phase 3) to the low bidder, Presidio Systems, Inc., of Livermore, California; and

WHEREAS, staff sent out three requests for bids for the water meter purchase and received one bid by the bid date of August 8, 2008; and

WHEREAS, the bid price for the water meters and electronic radio transponders seems competitive (\$156.00 versus \$179.90 last year) and staff recommends that Council authorize the purchase of 1,930 water meters and 400 electronic radio transponders from National Meter and Automation, Inc., of Santa Rosa, in the amount of \$345,963.70.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the contract for the Residential Water Meter Installation Project (Phase 3) to the low bidder, Presidio Systems, Inc., of Livermore, California, in the amount of \$76,981.10; and

BE IT FURTHER RESOLVED that the Lodi City Council does hereby authorize the purchase of 1,930 water meters and 400 electronic radio transponders from National Meter and Automation, Inc., of Santa Rosa, California, in the amount of \$345,963.70; and

BE IT FURTHER RESOLVED that funds in the amount of \$18,500 be appropriated from the Water Fund for this project.

Dated: September 3, 2008

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I hereby certify that Resolution No. 2008-178 was passed and adopted by the Lodi City Council in a regular meeting held September 3, 2008, by the following votes:

AYES: COUNCIL MEMBERS – Hansen, Hitchcock, Johnson, Katzakian,
and Mayor Mounce

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None


RANDI JOHL
City Clerk